

Flow Down Attachment

FDA-2020.

Business Unit: RMD
Customer Contract Number:
Prime Contract Number: RSC18044
Task Order/Delivery Order Number:
Modification Number:
DPAS Rating: Not identified
DUNS Number:
Date of Creation:

The following customer contract requirements apply to this Purchase Order to the extent indicated below and are hereby incorporated into the Purchase Order by full text or by reference with the same force and effect as if they were given in full text. Upon Seller's request, Buyer's Purchasing Representative will make their full text available. Also, the full text of a FAR or DFARS provision or clause may be accessed electronically at these addresses: <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/far/>:

In all provisions and clauses listed herein, terms shall be revised to suitably identify the party to establish Seller's obligations to Buyer and to the Government, and to enable Buyer to meet its obligations under the prime contract. Without limiting the generality of the foregoing, and except where further clarified or modified below, the term "Government" and equivalent phrases shall mean "Buyer", the term "Contracting Officer" shall mean "Buyer's Purchasing Representative", the term "Contractor" or "Offeror" shall mean "Seller", "Subcontractor" shall mean "Seller's Subcontractor" under this Purchase Order, and the term "Contract" shall mean this "Purchase Order". For the avoidance of doubt, the words "Government" and "Contracting Officer" do not change: (1) when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or duly authorized representative, such as in FAR 52.227-1 and FAR 52.227-2 or (2) when title to property is to be transferred directly to the Government. Seller shall incorporate into each lower tier contract issued in support of this Purchase Order all applicable FAR and DFARS provisions and clauses in accordance with the flow down requirements specified in such clauses. Nothing in this Purchase Order grants Seller a direct right of action against the Government. If any of the following FAR or DFARS clauses do not apply to this Purchase Order, such clauses are considered to be self-deleting.

CLAUSES INCORPORATED BY REFERENCE:

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	Applicable to Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.203-6*	Restrictions on Subcontractor Sales to the Government (SEP 2006)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.203-7*	Anti-Kickback Procedures (MAY 2014)	Applicable to all Purchase Orders that exceed \$150,000, excepting paragraph (c) (1).
FAR 52.203-12*	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	Applicable to all Purchase Orders exceeding \$150,000.
FAR 52.203-13*	Contractor Code of Business Ethics and Conduct (OCT 2015)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, (i) that have a value more than \$5.5 million; and (ii) that have a performance period of more than 120 days. (In Paragraph (b) (3) (i), the meaning of "agency office of the Inspector General" and "Contracting Officer" does not change, in Paragraph (b) (3) (ii) the meaning of "Government" does not change, and in Paragraphs (b) (3) (iii) and (c) (2) (ii) (F), the meaning of "OIG of the ordering agency", "IG of the agency" "agency OIG" and "Contracting Officer" do not change.
FAR 52.203-14*	Display of Hotline Poster(s) (OCT 2015)	Applicable to Purchase Orders over \$5,500,000, except for Purchase Orders performed entirely outside the United States.
FAR 52.203-17*	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)	Applicable to all Purchase Orders over the Simplified Acquisition Threshold.
FAR 52.203-19*	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6.
FAR 52.204-2*	Security Requirements (AUG 1996)	Applicable to all Purchase Orders that involve access to classified information. Any reference to the Changes clause is excluded.
FAR 52.204-9*	Personal Identity Verification of Contractor Personnel (JAN 2011)	Applicable to all Purchase Orders when Seller's employees are required to have routine physical access to a Federally-controlled facility and / or routine access to a Federally-controlled information system.
FAR 52.204-10*	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016)	Applicable to all Purchase Orders when the Buyer is the Prime Contractor and the Purchase Order exceeds \$30,000. Substitution of the parties is not applicable to this clause. Seller shall report to Buyer the information required under the clause.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.209-6*	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)	Applicable to all Purchase Orders exceeding \$35,000, except for Purchase Orders for commercially available off-the-shelf items.
FAR 52.215-2*	Audit and Records - Negotiation (OCT 2010)	Applicable to the following Purchase Orders that exceed the simplified acquisition threshold: (i) that are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these, (ii) for which certified cost or pricing data are required; or (iii) that require Seller to furnish reports as discussed in paragraph (e) of the clause.
FAR 52.215-11*	Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)	Applicable to all Purchase Orders that require the Seller to provide certified cost or pricing data. This clause does not apply to Purchase Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
FAR 52.215-13*	Subcontractor Certified Cost or Pricing Data - Modifications (OCT 2010)	Applicable to Purchase Orders that exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later. This clause does not apply to Purchase Orders for commercial items or if the Seller qualifies for any of the other exemptions in FAR 15.403-1.
FAR 52.215-14*	Integrity of Unit Prices (OCT 2010)	Applicable to Purchase Orders less paragraph (b) in the clause, except for construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; and petroleum products.
FAR 52.215-21*	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data- Modifications (OCT 2010)	Applicable to all Purchase Orders when certified cost or pricing data, or data other than certified cost or pricing data, will be required for modifications
FAR 52.215-23*	Limitations on Pass-Through Charges (OCT 2009)	Applicable to all cost-reimbursement Purchase Orders that exceed the simplified acquisition threshold; except if the Buyers' prime contract is with the DoD, then applicable to all cost-reimbursement Purchase Orders and all fixed-price Purchase Orders, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.
FAR 52.216-8*	Fixed Fee (JUN 2011)	Applicable to cost plus fixed fee Purchase Orders.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.219-8*	Utilization of Small Business Concerns (NOV 2016)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, (except to small business concerns) that offer further subcontracting opportunities. (see FAR 52.219-9)
FAR 52.222-21*	Prohibition of Segregated Facilities (APR 2015)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6. Foreign Sellers: Applicable to Purchase Orders except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-26*	Equal Opportunity (SEP 2016)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, that are not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended. Foreign Sellers: Applicable to Purchase Orders except to the extent that work under the Purchase Order will be performed outside the United States or by employees that are not recruited within the United States to work on the Purchase Order. "United States", as used in this parenthetical, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-35*	Equal Opportunity for Veterans (OCT 2015)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Purchase Orders when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.222-36*	Equal Opportunity for Workers with Disabilities (JUL 2014)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, exceeding \$15,000. Foreign Sellers: Applicable to Purchase Orders to the extent that work under the Purchase Order will be performed in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island or Seller is recruiting employees in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island to work on the Purchase Order.
FAR 52.222-37*	Employment Reports on Veterans (FEB 2016)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, of \$150,000 or more. Foreign Sellers: Applicable to Purchase Orders when the listing of employment openings for purposes of work to be performed under this Purchase Order occur and are filled within the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
FAR 52.222-40*	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, that exceed \$10,000 will be performed wholly or partially in the United States.
FAR 52.222-50*	Combating Trafficking in Persons (MAR 2015)	Applicable to all Purchase Orders, except that the requirements in paragraph (h) of the clause apply only to (i) supplies that are other than commercially available off-the-shelf items that acquired outside the United States, or for services to be performed outside the United States, and (ii) that exceed \$500,000 in value.
FAR 52.222-54*	Employment Eligibility Verification (OCT 2015)	Applicable to all Purchase Orders (i) for construction or commercial or noncommercial services (except commercial services that are part of a purchase of a COTS item, or an item that would be a COTS item, but for minor modifications, performed by the COTS provider, and that are normally provided for that COTS item); (ii) has a value more than \$3,500; and (iii) includes work performed in the United States. Foreign Sellers: "United States" means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.222-60	Paycheck Transparency (Executive Order 13673) (OCT 2016)	Applicable to all Purchase Orders that (i) exceed \$500,000 and (ii) are for other than commercially available off-the shelf items (COTS) as defined at FAR 2.101.)
FAR 52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)	Applicable to all Purchase Orders that provide for performance on a Federal facility per the terms of the clause.
FAR 52.223-6	Drug-Free Workplace (MAY 2001)	Applicable to Purchase Orders except when (i) the value of the acquisition is at or below the simplified acquisition threshold, however, the requirements shall apply to contracts of any value awarded to an individual; (ii) the Purchase Order is for the acquisition of commercial items; or (iii) performance or partial performance will be outside the United States and its outlying areas.
FAR 52.223-18*	Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011)	Applicable to all Purchase Orders over the Micro-Purchase Threshold.
FAR 52.225-13*	Restrictions on Certain Foreign Purchases (JUN 2008)	Applicable to all Purchase Orders.
FAR 52.227-2*	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	Applicable to all Purchase Orders expected to exceed the Simplified Acquisition Threshold.
FAR 52.227-10*	Filing of Patent Applications -- Classified Subject Matter (DEC 2007)	Applicable to all Purchase Orders that cover or likely to cover classified subject matter.
FAR 52.227-11*	Patent Rights -- Ownership by the Contractor (MAY 2014)	Applicable to all Purchase Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.
FAR 52.230-2*	Cost Accounting Standards (OCT 2015)	Applicable when stated in the Purchase Order.
FAR 52.230-6*	Administration of Cost Accounting Standards (JUN 2010)	Applicable when stated in the Purchase Order.
FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	Applicable to all Purchase Orders involving EULA, TOS, or similar software agreement.
FAR 52.232-40*	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	Applicable to all Purchase Orders, including for Commercial Items pursuant to 52.244-6, with small business concerns, including Purchase Orders with small business concerns for the acquisition of commercial items.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
FAR 52.237-2*	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	Applicable to all Purchase Orders for services to be performed on Government installations.
FAR 52.243-2 Alt V	Changes-Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)	Applicable to cost-reimbursement Purchase Orders.
FAR 52.243-6*	Change Order Accounting (APR 1984)	Applicable to Purchase Orders for supply and research and development contracts of significant technical complexity.
FAR 52.244-5*	Competition in Subcontracting (DEC 1996)	Applicable to all Purchase Orders.
FAR 52.244-6*	Subcontracts for Commercial Items (JAN 2017)	Applicable to all Purchase Orders.
FAR 52.245-1*	Government Property (JAN 2017)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
FAR 52.245-9*	Use and Charges (APR 2012)	Applicable to all Purchase Orders when Government property is acquired or furnished (see PT-001).
DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (SEP 2011)	Applicable to all Purchase Orders.
DFARS 252.203-7001*	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)	Applicable to all Purchase Orders exceeding the simplified acquisition.
DFARS 252.203-7002*	Requirement to Inform Employees of Whistleblower Rights (SEP 2013)	Applicable to all Purchase Orders.
DFARS 252.203-7004*	Display of Hotline Posters (OCT 2016)	Applicable to Purchase Orders that exceed \$5.5 million.
DFARS 252.204-7000*	Disclosure of Information (OCT 2016)	Applicable to all Purchase Orders when Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.
DFARS 252.204-7012*	Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)	Applicable to all Purchase Orders for operationally critical support, or for which Purchase Order performance will involve covered defense information.
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (OCT 2015)	Applies to all Purchase Orders
DFARS 252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus (MAR 2012)	Applicable to all Purchase Orders with institutions of higher education.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.211-7003*	Item Identification and Valuation (MAR 2016)	Applicable to all Purchase Orders. Seller's obligations under this clause are limited to cooperating with Buyer's efforts to comply with this clause, including granting Buyer access to Seller's deliverables at its facilities and to appropriate property records.
DFARS 252.223-7004	Drug-Free Work Force (SEP 1988)	Applicable to Purchase Orders except when (i) performance or partial performance will be outside the United States and its outlying areas. (ii) the value of the acquisition is at or below the simplified acquisition threshold, or (iii) the Purchase order is for Commercial Items.
DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (SEP 2014)	Applicable to all Purchase Orders that require, may require, or permit a Seller or its lower tier subcontractors access to a DoD installation.
DFARS 252.225-7008*	Restriction on Acquisition of Specialty Metals (MAR 2013)	Applicable to all Purchase Orders for the delivery of specialty metals as end items to Buyer or Seller to the extent necessary to ensure compliance of the end products that Buyer will deliver to the Government when DFARS clause 252.225-7009 is in the prime contract.
DFARS 252.225-7009*	Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)	Applicable to all Purchase Orders, excluding paragraph (d) and (e) (1) which are deleted from this clause, for items containing specialty metals to ensure compliance of the end products that Buyer will deliver to the Government.
DFARS 252.225-7012*	Preference for Certain Domestic Commodities (DEC 2016)	Applicable to all Purchase Orders.
DFARS 252.225-7048*	Export-Controlled Items (JUN 2013)	Applicable to all Purchase Orders.
DFARS 252.226-7001*	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)	Applicable to all Purchase Orders exceeding \$500,000.
DFARS 252.227-7016*	Rights in Bid or Proposal Information (JAN 2011)	Applicable to all Purchase Orders.
DFARS 252.227-7019*	Validation of Asserted Restrictions--Computer Software (SEP 2016)	Applicable to all Purchase Orders when Seller's performance includes the furnishing of computer software that Buyer will furnish to the Government.
DFARS 252.227-7025*	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)	Applicable to all Purchase Orders.

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.227-7037*	Validation of Restrictive Markings on Technical Data (SEP 2016)	Applicable to all Purchase Orders requiring the delivery of technical data.
DFARS 252.227-7038*	Patent Rights--Ownership by the Contractor (Large Business) (JUN 2012)	Applicable to all Purchase Orders for experimental, developmental, or research work if the Seller is not a small business or nonprofit organization, unless a different patent rights clause is required by FAR 27.303.
DFARS 252.227-7039	Patents--Reporting of Subject Inventions (APR 1990)	Applicable to all Purchase Orders for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization
DFARS 252.228-7001	Ground and Flight Risk (JUN 2010)	Applicable to all Purchase Orders for the acquisition, development, production, modification, maintenance, repair, flight, or overhaul of aircraft unless an exception listed at DFARS 228.370(b) (1) applies.
DFARS 252.235-7010	Acknowledgment of Support and Disclaimer (MAY 1995)	Applicable to all Purchase Orders for research and development.
DFARS 252.239-7018*	Supply Chain Risk (OCT 2015)	Applicable to all Purchase Orders involving the development or delivery of any information technology.
DFARS 252.244-7000*	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (JUN 2013)	Applicable to all Purchase Orders.
DFARS 252.246-7007*	Contractor Counterfeit Electronic Part Detection and Avoidance System (AUG 2016)	Applicable to all Purchase Orders when the goods or services include electronic parts or assemblies containing electronic parts. This clause applies to all Sellers, at all tiers, without regard to whether the Seller itself is subject to CAS.
DFARS 252.247-7023*	Transportation of Supplies by Sea (APR 2014)	Applicable to all Purchase Orders if the Seller is transporting supplies by sea under this Purchase Order and (i) This Purchase Order is a construction contract; or (ii) The supplies being transported are--(A) Noncommercial items; or (B) Commercial items that-- (1) The Seller is reselling or distributing to the Government without adding value (generally, the Seller does not add value to items that it subcontracts for f.o.b. destination shipment); (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643

Clause Number	Title	Applicability (Reference to "Purchase Orders" includes underlying Solicitations)
DFARS 252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000)	Applicable to all Purchase Orders if the supplies being transported are noncommercial items or commercial items that (i) Seller is reselling or distributing to the Government without adding value (generally, Seller does not add value to items that it contracts for f.o.b. destination shipment); (ii) are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or (iii) are commissary or exchange cargoes transported outside the Defense Transportation System in accordance with 10 U.S.C. 2643.

* Denotes a FAR/DFARS clause that is included in Standard Terms and Conditions.

CLAUSES INCORPORATED IN FULL TEXT:

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [ttp://farsite.hill.af.mil/](http://farsite.hill.af.mil/)

52.252-04 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: paragraph (a) is altered by deleting the words "Subpart 31.2" and substituting for them "Subpart 31.3". FAR 52.216-7, Allowable Cost and Payment, paragraph (a) is altered by deleting the words "Subpart 31.2" and substituting for them "Subpart 31.7".

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause. (b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation

Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER

INCIDENT REPORTING (OCT 2016) (a) Definitions. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company. "Contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is-

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

"Cyber incident" means actions taken through the use of computer networks that result in a compromise

or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapidly report" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

- (1) For covered contractor information systems that are part of an Information



Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171,

"Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (available via the Internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii) (A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline <https://www.fedramp.gov/resources/documents/> and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber-incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall-

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.



(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime

Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c) (1) (i) of this clause and all relevant monitoring/packet capture data for at least

90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph(c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the

Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD.

Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD-

(1) To entities with missions that may be affected by such information; (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents; (3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or

Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine



if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to-

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b) (2) (ii) (B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)

(DEVIATION) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting

Plan, clause of this contract.

(a) Definitions. "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense. (b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to-

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g) (4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor specified formats shall be acceptable.

(f) (1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f) (1) (i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

(TAILORED)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation. Contractor personnel shall identify themselves as contractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) The Security Procedures Supplement, found Attached to contract in Section J, contains the procedures and processes that shall be followed for contractor Access to Air Force Installations.



(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site. (d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Integrated Defense, and AFI 31-501, Personnel Security Program Management, citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.